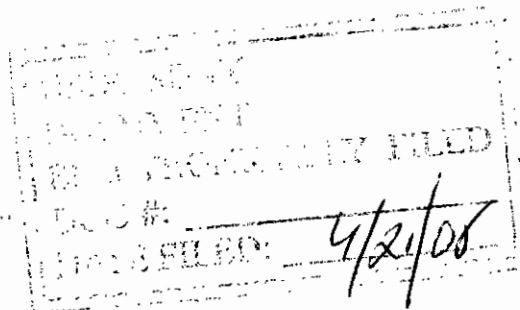


Gibney,  
Anthony &  
Flaherty, LLP  
Attorneys at Law



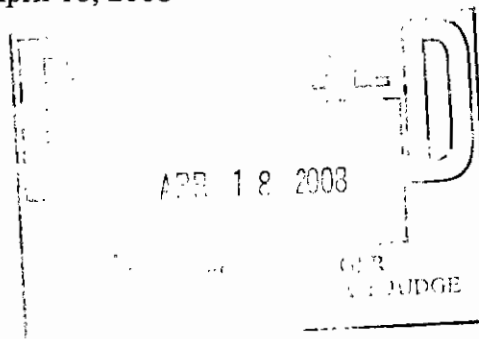
665 FIFTH AVENUE  
NEW YORK, NY 10022-5305  
212.688.5151  
212.688.8315 FAX  
www.gibney.com

JOHN MACALUSO  
jmacaluso@gibney.com

April 18, 2008

**VIA FACSIMILE (212) 805-7928**

The Honorable Magistrate Michael H. Dolinger  
United States District Court  
Southern District of New York  
United States Courthouse  
500 Pearl Street, Room 1670  
New York, NY 10007



Re: Chanel, Inc. v. Heather L. Gardner, et al., Case No. 07-CV-6679

Dear Magistrate Dolinger:

We represent Chanel, Inc. ("Chanel") as local counsel in the above-referenced matter. Further to Your Honor's April 1, 2008 Order extending defendants' time to answer Chanel's complaint to April 14, 2008, we attach defendants' two page facsimile response, sent to us on April 11, 2008. This response neither was properly served upon Chanel nor filed with the Court.

Accordingly, we write for Your Honor's instructions on moving forward with this matter. In light of defendants' failure to follow the directives of this Court and their intention not to litigate this case, we respectfully request that Chanel be permitted to move for entry of default.

ENDORSED ORDER

For present purposes, we deem  
the attached document, prepared  
and transmitted by pro se  
defendants, to be an answer to  
the complaint. Plaintiff is free to  
make any application it wishes,  
but at present we see no basis for  
a default. All discovery is to be  
cc: Stephen Gaffigan, Esq.

Corey and Heather Gardner

Completed by July 31, 2008.

Sincerely,

GIBNEY, ANTHONY & FLAHERTY, LLP

By:

John Macaluso

*Macaluso* 4/18/08

S:\nt\Prop\10643 - Gaffigan\00008-Chanel v. Gardner\Correspondence\Judge Dolinger letter4-18-08.doc

The United States District Court  
Southern District of New York

Chanel, Inc., a New York Corporation  
Plaintiff

v.

Corey & Heather Gardner  
Defendants

**Case No. 07 CV 6679**

To: Honorable Judge George B. Daniels  
United States District Judge

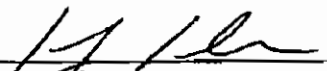
**Defendants Answer to Complaint for Damages and Injunctive Relief**

1. Venue proposed is not accessible to Corey & Heather Gardner as we no longer reside in the State of New York. The website at its time of operation was worldwide, therefore the venue chosen was made New York to be beneficial to the plaintiffs only. We request upon further pursuance of this complaint the venue should be changed to the area in which is accessible to the defendants, which is Arizona. The defendants have no access to the resources required to attend any proceedings in the current venue.
2. The items we sold were not sold as "authentic" and a disclaimer on our website was clearly written pointing to that fact.
3. We do not dispute "Chanel Marks."
4. Chanel believes that the items on our website and the "pictures and insignias of Chanel" on our website were used to sell them as Chanel items to the public, which is completely false. As stated above, all items sold on our website were sold as "novelty" items only. No one purchasing the items believed they were purchasing any "authentic" item. Therefore Chanel's claim that our actions created a false impression and deceptiveness to customers and a belief there was a connection or association is completely false! The customer purchasing from our website did so with a complete knowledge that the items presented and purchased were not of the named company and were strictly sold for entertainment and novelty purposes.
5. Number 31 states that Chanel Inc. is suffering irreparable injury and substantial damages due to our activities, which is the most inflammatory complaint. Chanel is a multi million dollar company which makes it money from selling items for extreme amounts of money. We sold very few items "related" to Chanel, Inc, for less than \$50 each. I would love to see how "Chanel, Inc." is going to prove that our few items sold cost them irreparable injury and substantial damages. Chanel is not suffering monetary damages, goodwill, business reputation and irreparable injury and they know it.
6. We, the defendants, no longer operate ANY business. The website referenced was shut down in August of 2007 due to our decision to move to Arizona to be closer to family

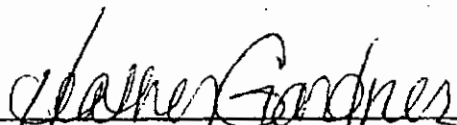
and has not been reopened under the original name or any other name. We have absolutely no assets, no bank accounts with excessive amounts of capital, we have no money to pay for an attorney. The plaintiff is wasting their time and resources attempting to gain any monetary reimbursement for their claims. The Plaintiff is asking for one million dollars times how ever many claims they have placed and we have less than \$100 in our bank account. We share our current residence with family, have two vehicles being financed in which we owe more than the vehicles are worth. We are the parents of three small children. Corey works full time and Heather works part time and are barely making ends meet. We own no property, have no savings, have no CDs, no stocks, no bonds, no IRAs, no retirement funds, etc.

7. The defendants are willing to provide the supplier used upon the dismissal of the complaint against them. As well as pay Chanel for the "Chanel retail price" of the "Chanel similar" handbag purchased from the website.
8. The Defendants ask the Court to dismiss this claim. The Plaintiff does not need to pursue this complaint against the defendants as they no longer conduct any "supposed" illegal business and have nothing to offer in monetary relief for the Plaintiff's claims and complaints.

Signed

  
Corey Gardner

4-11-08  
Date

  
Heather Gardner

4-11-08  
Date